

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
08

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3

2. AMENDMENT/MODIFICATION NO.
46

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
See Page 1a

5. PROJECT NO. (If applicable)

6. ISSUED BY
CODE PS33, MGH

7. ADMINISTERED BY (If other than Item 6)
CODE PS33, MGH

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

Edgar F. Sanchez
Ph.: 256-544-0175
Fax: 256-544-5444
Email: Edgar.Sanchez@nasa.gov
AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

AI Signal Research, Inc.
3411 Triana Blvd SW
Huntsville, AL 35805

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

X NAS8-02047

10B. DATED (SEE ITEM 13)

CODE SAP 127909 FACILITY CODE CAGE 004R1

02/15/02

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 1a

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR Clauses 43.103 (a) & 43.243-2 Changes-Cost Reimbursement (Alternate II)

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Est. Cost	Prov. Est. Cost	Total Est. Cost	Maximum Incentive Fee	Contract Value	Incentive Fee Available	Incentive Fee Earned	Unearned Incentive Fee	Total Sum Allotted
Previous	\$31,951,725	\$ - 0 -	\$31,951,725	\$1,339,028	\$33,290,753	\$326,555	\$1,009,253	\$3,220	\$30,578,723
This Mod	\$ 43,580	\$ - 0 -	\$ 43,580	\$2,615	\$ 46,195	\$ 2,615	\$ - 0 -	\$ 0	\$ 862,677
New Total	\$31,995,305	\$ - 0 -	\$31,995,305	\$1,341,643	\$33,336,948	\$329,170	\$1,009,253	\$3,220	\$31,441,400

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
D. E. Smith, General Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Edgar F. Sanchez
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED
July 29, 2005

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY Edgar F. Sanchez
(Signature of Contracting Officer)

JUL 29 2005

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

PR	Source of Funds	Amount
4200120673	Office Of Human Capital	\$260,222
4200119957	Office Of Human Capital	\$123,142
4200124124	Office Of Human Capital	\$258,730
4200123594	Office Of Strategic Communications	\$219,583
4200123888	Office Of Strategic Communications	\$1,000
	Total	\$862,677

The purposes of this modification are to: a) definitize the Contractor's proposal, entitled "Government and Community Relations Office Support" for Contract NAS8-02047, Human Capital Office and Strategic Communications Office Support Services (the proposal were submitted on response to NASA/MSFC Letter Request for Proposal dated June 20, 2005, b) change the contract and incentive fee values for the current Option Period 3 and unexercised Option Period 4 and c) provide incremental funding in the amount of \$862,777. Accordingly, NAS8-02047 is modified as follows:

- A. Under Clause B.2, Estimated Cost and Contract Fee, make the following modifications:
- Under paragraph (a) increase the estimated cost for option 3 by \$43,580 from \$6,603,898 to \$6,647,478 and increase the contract fee by \$2,615 from \$296,871 to \$299,486. As such, the overall estimated Total Cost & Fee for Option 3 is increased by \$46,195 from \$6,900,769 to \$6,946,964.
 - In addition, under paragraph (a) increase the estimated cost for option 4 by \$84,437 from \$6,700,130 to \$6,784,567 and increase the contract fee by \$5,066 from \$303,183 to \$308,249. As such, the overall estimated Total Cost & Fee for option 4 is increased by \$89,503 from \$7,003,313 to \$7,092,816.
 - In addition under paragraph (b), for option period 3 increase "Maximum Available Incentive Fee" for the period of 8/15/05-02/14/06 by \$2,615 from \$148,435 to \$151,050.
 - In addition under paragraph (b), for option period 4 increase "Maximum Available Incentive Fee" for the period of 2/15/06-08/14/06 by \$2,533 from \$151,582 to \$154,115 and for the period of 08/15/06-02/14/07 by \$2,533 from \$151,581 to \$154,114.
- B. Under Clause B.5, Contract Funding, is modified as follows to reflect the obligation of \$862,777.
- Subparagraph (a) is modified as follows:
 - Increase the funded amount from \$29,404,958 by \$842,900 to \$30,247,858.
 - Revise the funding coverage date from October 31, 2005 to December 2, 2005.
 - Subparagraph (b) is modified as follows:
 - Increase the additional amount obligated under this contract for fee from \$1,173,765 by \$19,777 to \$1,193,542.
 - Subparagraph (c) is modified as follows:
 - Increase "Estimated Cost" from \$29,404,958 by \$842,900 to \$30,247,858.
 - Increase "Provisional Incentive Fee", from \$164,512 by \$19,777 to \$184,289.
 - No revision in "Incentive Fee Earned" from \$1,009,253 by \$0 to \$1,009,253.
 - Increase "Total Sum Allotted" from \$30,578,723 by \$862,677 to \$31,441,400.
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- C. Under Attachment J-1, expansion of Subparagraph 8.0, entitled "Government and Community Relations Office Support" as delineated in the attached Performance Work Statement slip pages. The period of performance for this effort shall commence on August 1, 2005 through February 14, 2005 and continue upon the exercise of Option Period 4.
- D. The modification(s) made above is reflected in total on the change page(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, Contract NAS8-02047. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

<u>Page(s) Deleted</u>	<u>Page(s) Added</u>
B-1	B-1
B-2	B-2
B-5	B-5
Attachment J-1(pages 14-14a)	Attachment J-1(page 14-14a)

- E. In recognition of the modifications(s) agreed to herein as complete equitable adjustments for the contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise the "proposal(s) for adjustment."

<u>Contract</u>	<u>Contractor</u>
<u>Change Identification</u>	<u>Proposal Number</u>
NASA/MSFC Request For Proposal dated June 20, 2005	ASRI Proposal dated June 30, 2005

- F. All other terms and conditions of contract NAS8-02047 remain unchanged.

SECTION BSUPPLIES OR SERVICES AND PRICES/COSTSB.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS) in attachment J-1.

(b) The services will be procured under two separate schedules, Mission and Indefinite Delivery/Indefinite Quantity (IDIQ). The contract and supporting data are organized accordingly. Both schedules are being procured on a cost-plus-incentive-fee basis.

(1) Mission Schedule will be used to procure services identified in Work Breakdown Structure (WBS) 1.0-10.3 of the PWS on a mission basis. In addition, this schedule will be used to procure all project management and administrative resources necessary to manage both the Mission and IDIQ contract schedules.

(2) IDIQ Schedule will be used to procure those services identified in WBS 11.0 of the PWS that cannot be sufficiently identified, predetermined or quantified in advance with an estimated value of \$25,000 or greater per task. Project management and administrative support resources necessary to support these tasks will be procured under the Mission Schedule.

(End of clause)

B.2 ESTIMATED COST AND CONTRACT FEES

(a) The total estimated cost and fees for the performance of this contract are as follows. Offerors are cautioned to include phase-in costs/fee in the base year value.

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Est. Cost</u>	<u>Prov Est. Cost</u>	<u>Minimum Incentive Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Value</u>	<u>Status of Options</u>
Base Year	(A) Mission	02/15/02-2/14/03	\$6,770,675	\$ 0	\$ 0	\$266,693	\$7,037,368	
Base Year	(B) Schedule	02/15/02-2/14/03	\$ 264,304	\$ 0	\$ 0	\$ 15,858	\$ 280,162	
Option Yr.1	(A) Mission	02/15/03-2/14/04	\$7,810,268	\$ 0	\$ 0	\$343,754	\$8,154,022	Exercised
Option Yr.1	(B) Schedule	02/15/03-2/14/04	\$ 39,376	\$ 0	\$ 0	\$ 2,363	\$ 41,739	Exercised
Option Yr.2	(A) Mission	02/15/04-2/14/05	\$9,684,132	\$ 0	\$ 0	\$366,985	\$10,051,117	Exercised
Option Yr.2	(B) Schedule	02/15/04-2/14/05	\$ 280,344	\$ 0	\$ 0	\$ 16,820	\$ 297,164	Exercised

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Option Yr.3	(A) Mission	02/15/05-2/14/06	\$6,647,478	\$ 0	\$ 0	\$ 299,486	\$6,946,964	Exercised
Option Yr.3	(B) Schedule	02/15/05-2/14/06	\$ 498,728	\$ 0	\$ 0	\$ 29,684	\$ 528,412	Exercised
Total			\$31,995,305			\$1,341,643	\$33,333,948	

Option Yr.4	(A) Mission	02/15/06-2/14/07	\$6,784,567	\$ 0	\$ 0	\$ 308,249	\$7,092,816	Unexercised
Option Yr.4	(B) Schedule	02/15/06-2/14/07	\$ 100,000	\$ 0	\$ 0	\$ 6,000	\$ 106,000	Unexercised

(b) The total incentive fee earned during the performance of this contract is as follows:

Contract Year	Schedule	Period Covered	Maximum Available Incentive Fee	Incentive Fee Earned	Unearned Incentive Fee Earned
Base Year	(A) Mission	02/15/02-08/14/02	\$130,065	\$127,464	\$2,601
		08/15/02-02/14/03	\$136,628	\$136,628	\$ -0-
Base Year	(B) IDIQ	02/15/02-08/14/02	\$ -0-	\$ -0-	\$ -0-
		08/15/02-02/14/03	\$15,858	\$15,239	\$619
Option Yr. 1	(A) Mission	02/15/03-08/14/03	\$139,652	\$139,652	\$ -0-
		08/15/03-02/14/04	\$204,102	\$204,102	
Option Yr. 1	(B) IDIQ	02/15/03-08/14/03	\$ -0-	\$ -0-	
		08/15/03-02/14/04	\$ 2,363	\$ 2,363	
Option Yr. 2	(A) Mission	02/15/04-08/14/04	\$174,036	\$174,036	
		08/15/04-02/14/05	\$192,949	\$192,949	
Option Yr. 2	(B) IDIQ	02/15/04-08/14/04	\$ 7,062	\$ 7,062	
		08/15/04-02/14/05	\$ 9,758	\$ 9,758	
Option Yr. 3	(A) Mission	02/15/05-08/14/05	\$148,436	\$ -0-	
		08/15/05-02/14/06	\$151,050	\$ -0-	
Option Yr. 3	(B) IDIQ	02/15/05-08/14/05	\$ 14,842		
		08/15/05-02/14/06	\$ 14,842		
		Total	\$1,341,643	\$1,009,253	\$3,220

Option Yr. 4	(A) Mission	02/15/06-08/14/06	\$154,115		Unexercised
		08/15/06-02/14/07	\$154,114		Unexercised
Option Yr. 4	(B) IDIQ	02/15/06-08/14/06	\$ 3,000		Unexercised
		08/15/06-02/14/07	\$ 3,000		Unexercised

(End of clause)

B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND ORDERING PROCEDURES

(a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.

(b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this

available for the applicable contract year. In the event that the actual incentive fee earned is less than the provisional payment made, the Contractor shall submit to the Government, a credit voucher for the amount of such overpayment. At the Contracting Officer's discretion, should the determined estimate-at-completion (EAC) exceed the total contract value, provisional payment of cost incentive fee may be reduced or terminated.

(c) The Contracting Officer is the determining official for the amount of incentive fee that is earned.

(End of clause)

B.5 CONTRACT FUNDING (1852.232-91 (JUN 1990))

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$30,247,858. This allotment is for the Human Capital Office and Strategic Communication Office Support Services and covers the following estimated period of performance: February 15, 2002 through December 2, 2005.

(b) An additional amount of \$1,193,542 is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$29,404,958	\$ 842,900	\$ 30,247,858
Provisional Incentive Fee	\$ 164,512	\$ 19,777	\$ 184,289
Incentive Fee Earned	<u>\$ 1,009,253</u>	<u>\$ 0</u>	<u>\$ 1,009,253</u>
Total Sum Allotted	\$30,578,723	\$ 862,677	\$ 31,441,400

(End of clause)

B.6 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
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8.2 Administrative Services

8.2.1 The Contractor shall manage, for the Center Director, a schedule of appearances and speeches of senior management; receive, evaluate and coordinate requests; make recommendations regarding conflicts in requirements; and identify requirements for speechwriting, exhibits, audiovisual, and other support.

8.3 Outreach Support

8.3.1 The Contractor shall be responsible for a broad range outreach initiative that highlight and advance Marshall's roles and missions. This support shall include working closely within Government and Community Relations Department in designing and implementing outreach strategies aimed at educating and informing members of Congress and staff on MSFC related programs. This support shall include building relationships with Aerospace associations and industry organizations; working directly with members of Congress, congressional staff and other Government officials to create forums for advancing MSFC objectives.

8.4 Center Event Management

8.4.1 The Contractor shall provide special event coordination to organize conferences, meetings, workshops, technical interchange meetings, symposia, display areas, outdoor activities, and other such events, both on-center and away.

(* All logistical needs to support an event will be coordinated from beginning to completion by the contractor. This will include making all necessary arrangements with facilities, photography, audio/video, and graphic needs, janitorial requirements to support an event. Video needs and editing will be coordinated as needed to complete product.)

8.4.2 The Contractor shall provide support for multiple events occurring at the same time and at various locations. Events may be on -site, in the local commuting area, and/or at a distant location requiring overnight stay. The Contractor shall maintain contacts, technical experts, purchasing sources, and other resources to respond rapidly to last minute or quick-turnaround requirements if necessary.

(*Any outside or inside MSFC vendor services that are needed to support an event will be coordinated. This includes filling out all necessary paperwork needed by a vendor and having the services procured in a timely manner.)

8.4.3 The Contractor shall determine all logistical/support requirements for events. The Contractor shall consolidate the event requirements and submit them to the organization's technical monitor within 2 business days of the request.

(*Contractor will coordinate with the requestor and determine the needs for an event. The contractor will coordinate from beginning to completions all needs and assure their quality during the event.)

8.4.4 The Contractor shall arrange all logistics associated with organizing programs and events, to include managing the creation/production of publicity products, catering, room and speaker support, audiovisual needs, including photography and video.

8.5 Strategic Planning

8.5.1 The Contractor shall provide assistance to MSFC Directorates and Staff Offices on strategic planning and implementation. The Contractor shall lead efforts in educating Center management on the strategic management process(es) and facilitate the development of products.

8.5.2 The Contractor shall develop meaningful and practical metrics for MSFC, and measure the level of cost savings from current baseline(s). The Contractor shall create, maintain and distribute products that convey these metrics to customers and management.

8.5.3 The Contractor shall provide assistance in the generation, maintenance, and coordination of the "MSFC Strategic Implementation Plan", "MSFC Annual Reports", "POP Performance Indicators", "NASA Annual Performance Report", and "Government Performance and Results Act (GPRA) reports."